

Local Union No. 501, International Brotherhood of Electrical Workers, AFL-CIO and C.W. Pond Electric Service, Inc. Case 39-CC-31

20 March 1984

DECISION AND ORDER

BY MEMBERS ZIMMERMAN, HUNTER, AND DENNIS

On 24 September 1982 Administrative Law Judge Thomas T. Trunkes issued the attached decision. The Respondent filed exceptions, a supporting brief, and a reply brief, the General Counsel filed a brief in support of the judge's decision, and the Charging Party filed a brief in opposition to the Respondent's exceptions.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings, and conclusions as modified herein, and to adopt the recommended Order.

The judge found that, by picketing a construction site entrance which had been established properly as a reserved gate for neutral employers, the Respondent revealed that an object of its picketing was to enmesh neutral employers and employees in its labor dispute with the primary employer, in violation of Section 8(b)(4)(i) and (ii)(B) of the Act.¹ We agree.

In its exceptions the Respondent contends, relying on *Electrical Workers IBEW Local 453 (Southern Sun Electric Corp.)*, 237 NLRB 829 (1978), that the primary reserved gate was established improperly because it was located at the end of a dead-end public road which was used rarely by the general public. The Respondent contends that it has a right to present the general public with its area standards message and that it picketed the neutral reserved gate, located on a relatively well-traveled road, solely to exercise this right rather than for an unlawful secondary objective. We find that the Respondent's reliance on *Southern Sun Electric* is misplaced.

In *Southern Sun Electric* the gate sign for neutrals was placed approximately halfway between

two entrances to the construction site. The reserved gate sign for the primary was located near a third entrance on a private alley which, although owned by the general contractor, could not be distinguished visually from the private parking lot of the adjacent store building. Furthermore, the reserved gate sign was barely visible from a public right-of-way. In addition, the primary employer had ignored the reserved gate on occasion. Based on these facts, the Board held as follows (237 NLRB at 830):

We are satisfied that in the present case the gates were improperly established. Restrictions of picketing to the entrances reserved for the primary Employer would unjustly impair the effectiveness of [the union's] lawful picketing to convey its message to Southern Sun personnel, suppliers, visitors, and the general public. The diagram and detailed description of the signs and separate entrances, set forth in the Administrative Law Judge's Decision, make absolutely clear that *neither the primary nor the neutral area was delineated in such a manner to provide reasonable assurances to [the union] that its message would be carried to all within the legitimate, direct appeal of its picket sign.* [Emphasis added.]

Thus it is apparent that, contrary to the Respondent's contentions, *Southern Sun Electric* does not hold that a primary reserved gate on a public road is established improperly simply because there is little traffic by the general public at the primary reserved gate. In the instant case the primary reserved gate was clearly marked and maintained, and thus the Respondent Union was able to convey its message directly to the primary employer and its employees, visitors, suppliers, and the general public.²

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Local Union No. 501, International Brotherhood of Electrical Workers, AFL-CIO, White Plains, New York, its officers, agents, and representatives, shall take the action set forth in the Order, except that the attached notice is substituted for that of the administrative law judge.

¹ In finding a violation herein, the judge rejected the Respondent's assertion that Conn. Gen. Stat. Ann. Sec. 31-120 subjected its pickets to criminal prosecution for engaging in labor picketing at the reserved primary gate because there was a residence inside that gate. We agree. Peaceful area standards picketing clearly is protected by Sec. 7 of the Act. *Sears, Roebuck & Co. v. San Diego County District Council of Carpenters*, 436 U.S. 180, 206 fn. 42 (1978). Thus, the extent that sec. 31-120 prohibits such picketing, at the site of a labor dispute, it is pre-empted by the National Labor Relations Act. *San Diego Building Trades Council v. Garmon*, 359 U.S. 236 (1959).

² See also *Electrical Workers IBEW Local 323 (Renel Construction)*, 264 NLRB 623 (1982).

APPENDIX

NOTICE TO MEMBERS
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

WE WILL NOT engage in, or induce individuals employed by Frank Mercede & Sons, Inc., Berlin Steel Construction Co., and Buckingham Routh Co., or any other employer engaged in commerce or in an industry affecting commerce other than C.W. Pond Electric Service, Inc., to engage in, a strike or refusal in the course of their employment to use, manufacture, process, transport, or otherwise handle or work on any goods, articles, materials, or commodities, or to perform any services; or threaten, coerce, or restrain the aforesaid employers or persons other than Pond, where an object in either case is to force or require Mercedes, Berlin, Routh, or any other employer or person to cease doing business with Pond.

LOCAL UNION NO. 501, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

DECISION

STATEMENT OF THE CASE

THOMAS T. TRUNKES, Administrative Law Judge. This case was initiated by a charge filed on June 3, 1982,¹ by C.W. Pond Electric Service, Inc., herein Pond or Charging Party, against Local Union No. 501, International Brotherhood of Electrical Workers, AFL-CIO, herein Local 501 or Respondent. The complaint, issued on June 22, alleges that Local 501 violated Section 8(b)(4)(i) and (ii)(B) of the National Labor Relations Act, as amended, herein the Act, by inducing and encouraging individuals employed by Frank Mercede & Sons, Inc., herein Mercede, Berlin Steel Construction Co., herein Berlin; Buckingham Routh Co., herein Routh, and by other persons engaged in commerce or in an industry affecting commerce, to engage in strikes or refusals in the course of their employment to use, manufacture, process, transport, or otherwise handle or work on any goods, articles, materials, or commodities or to perform any services; and has threatened, coerced, and restrained Mercede, Berlin, Routh, and other persons engaged in commerce or in an industry affecting commerce, to cease handling, using, selling, transporting, or otherwise dealing in the products of, or to cease doing business with, Pond; and to force or require Berlin, Routh, and other persons to cease doing business with Mercede in order to compel Mercede to cease doing business with Pond. Local 501 filed an answer denying the commission of any unfair labor practices.

¹ All dates, unless otherwise specified, refer to the year 1982.

The hearing on this matter was held in Hartford, Connecticut, on July 9. All parties were afforded full opportunity to participate, adduce evidence, examine and cross-examine witnesses, argue orally, and file briefs. The General Counsel, Charging Party, and Respondent argued orally. Subsequently, all parties filed timely briefs which substantiated their oral arguments in greater detail.

On the entire record of the case, including my observation of the demeanor of the witnesses, and after a careful consideration of the briefs and oral arguments, I make the following

FINDINGS OF FACT

I. JURISDICTION

Pond, a Connecticut corporation, with an office and place of business located in Stamford, Connecticut, and with other places of business at various jobsites, including one at the instant jobsite located on the campus of St. Luke's School, New Canaan, Connecticut, herein the jobsite, has been engaged in business as an electrical contractor in the building and construction industry. During the 12-month period ending June 16, Pond performed services in excess of \$50,000 for Mercede, a Connecticut corporation with a place of business located in Stamford, Connecticut, which is engaged in business as a general contractor in the building and construction industry. During the calendar year ending December 31, 1981, Mercede purchased and received at locations within the State of Connecticut products, goods, and materials valued in excess of \$50,000 directly from points outside the State of Connecticut. Berlin, a Connecticut corporation with an office and place of business located in Kensington, Connecticut, is engaged in business as a structural steel erection and fabrication contractor in the building and construction industry. During the calendar year ending December 31, 1981, Berlin purchased and received at locations within the State of Connecticut products, goods, and materials valued in excess of \$50,000 directly from points located outside the State of Connecticut. During the same period, Berlin performed services valued in excess of \$50,000 in States other than the State of Connecticut. Routh, a Connecticut corporation with an office and place of business located in New Haven, Connecticut, is engaged in business as a mechanical contractor in the building and construction industry. During the 12-month period ending June 16, Routh provided services valued in excess of \$50,000 for Mercede and Yale University, both of which are located within the State of Connecticut, and which are directly engaged in interstate commerce. Based on the above set of facts, all admitted by the Respondent, I find that Pond, Mercede, Berlin, and Routh are employers engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and persons engaged in commerce or in an industry affecting commerce within the meaning of Section 2(1), (6), and (7) and Section 8(b)(4) of the Act.²

² The Respondent refused to concede that the employers were engaged in commerce within the meaning of the Act. Cf: *Carpenters District*
Continued

II. THE LABOR ORGANIZATION INVOLVED

The Respondent admits, and I find, that it is a labor organization within the meaning of Section 2(5) of the Act.

III. THE ALLEGED UNFAIR LABOR PRACTICES

A. Background

Except for one minor matter which necessitated oral testimony, as described *infra*, the General Counsel, Charging Party, and Respondent, either through admissions or by stipulation, are in accord that the facts are not in dispute. A summary of the admissions and stipulations is recorded herewith.

Mercede has been engaged in the construction of an addition to and renovation of a building located on the campus of St. Luke's School, herein St. Luke's, on North Wilton Road, New Canaan, Connecticut, herein called the jobsite. In connection with the construction, Mercede subcontracted various portions of the work to various subcontractors, including the electrical work to Pond, structural steel erection work to Berlin, and mechanical work to Routh.

In the building and construction industry, the Respondent represents only electrical workers, and at all times material herein, it has been engaged in a labor dispute with Pond. At no time material herein has the Respondent been engaged in a labor dispute with Mercede, Berlin, or Routh.

At all times material herein, St. Luke's has had two entrances. The main entrance, herein entrance 1, is located on North Wilton Road; the other entrance, herein entrance 2, is located at the end of Soundview Lane, a public road which intersects Laurel Road approximately 1 mile from entrance 1.

Since June 2, 1982, at approximately 4 p.m., entrance 2 has been posted for the exclusive use of Pond, its employees, and suppliers by a sign posted at entrance 2 which reads:

ENTRANCE #2
THIS IS ENTRANCE IS RESERVED
FOR C.W. POND ELECTRIC SERVICE
INC. IT'S [sic] EMPLOYEES & SUPPLIERS
ONLY—ALL OTHER PERSONS—
MUST USE ENTRANCE #1

Since June 2, 1982, at approximately 4 p.m., Pond, its employees, and suppliers have been notified not to use entrance 1 by a sign posted at entrance 1 which reads:

ENTRANCE #1
THIS ENTRANCE IS NOT TO BE
USED BY C.W. POND ELECTRIC SERVICE
INC. IT'S [sic] EMPLOYEES & SUPPLIERS
WHO MUST USE—
ENTRANCE #2

On or about June 2, 1982, Pond orally instructed its employees to use exclusively entrance 2.

On or about June 3, 1982, Pond instructed by telephone all suppliers supplying its work at St. Luke's to make all deliveries to Pond's office on West Main Street, Stamford, Connecticut, and not to deliver to the St. Luke's jobsite.

B. Alleged Inducements and Threats

The Respondent began picketing at St. Luke's on June 3. One of the Respondent's business agents, Edward J.P. Sheehan,³ accompanied by two or three pickets, arrived at the North Wilton Road entrance (entrance 1), and seeing the sign posted there drove off in search of entrance 2. Unable to find it, business agent Sheehan contacted the Respondent's counsel. On the counsel's advice, Sheehan asked Mercede's job superintendent where entrance 2 was located. After consulting with the job superintendent, Sheehan was able to find entrance 2, and the picketing was then removed during the morning of June 3 from entrance 1 and remained exclusively at entrance 2 for the remainder of June 3 and on June 4, 7, and 8.

After the Respondent's counsel visited entrances 1 and 2, on June 8, he advised the Respondent that it was permissible to picket at entrance 1.

On June 9, the Respondent picketed only at entrance 1. On subsequent workdays, Respondent picketed at entrance 1 and intermittently at entrance 2. The picket signs displayed by the pickets read as follows:

NOTICE TO THE PUBLIC
THE ELECTRICIANS
WORKING
FOR C.W. POND CO.
Do Not Receive Wages
And Working Conditions

Council of Milwaukee County & Vicinity (Westra Construction), 224 NLRB 1071 (1976).

³ Admitted by the Respondent to being an agent of the Respondent within the meaning of Sec. 2(13) of the Act.

As Good as Those
Established in Contracts of
Local Union No. 501
International Brotherhood
of Electrical Workers

—
This Sign Is Not Directed To
Any other Employer or
Employee on This Job
—

AFL-CIO

On June 9, from 8 to about 9:30 a.m., and on June 14, from 8 to about 9:30 a.m., individuals employed by Berlin engaged in work stoppages and refusals to perform work for Berlin. The said work stoppages and refusals to perform services were the result of the presence of the picketing. After Berlin's employees had initiated communications with their own labor organization, a labor organization other than the Respondent, those employees agreed to cease their work stoppage and to perform work for Berlin provided no Pond employees were present on the jobsite.

From June 9 through June 11, and from June 14 through June 16, individuals employed by Routh engaged in work stoppages and refusals to perform services for Routh. They said work stoppages and refusals to perform services were the result of the presence of the picketing.

With respect to the above conduct of employees of Berlin and Routh there is no contention that the pickets interfered with, spoke to, or, except by their presence, otherwise induced such conduct.

C. Miscellaneous Admissions and Stipulations

Further admissions and stipulations which may have some bearing on the instant case are as follows:

The picketing which the Respondent has engaged in at St. Luke's is solely in connection with the Respondent's labor dispute with Pond, and is not connected with any other labor dispute which the Respondent is engaged in with any other contractor or subcontractor doing business at St. Luke's.

St. Luke's has its only entrances at entrances 1 and 2 where the signs have been posted.

The traffic passing by entrance 1 on North Wilton Road varies from about 30 per hour to a high of about 50 per hour. It consists of some heavy trucks, some light trucks, and mostly automobiles. At no time material herein has Respondent picketed Pond's office at 335 West Main Street, Stamford, Connecticut.

Entrance 2 is located at the apex of a cul-de-sac at the end of Soundview Lane.

The traffic, which came into the cul-de-sac during 3-1/2 days of picketing, with a picketing day running from 7 a.m. to 3:30 p.m., consisted of a U.S. Postal Service truck one time per day and a municipal cleaning vehicle on one occasion, other than those employees reporting to work.

From the cul-de-sac looking up Soundview Lane there are visibly only four driveways going into four entrances.

The paved surface at entrance 2 enters the campus and then turns sharply to the right. The paved surface then continues downhill, through a vertical drop of approximately 70 feet for a distance of approximately 75 yards, passing directly adjacent to the headmaster's house. At the bottom of the hill the paved surface broadens into a small parking area adjacent to the garage of the headmaster's house. An unpaved surface then continues from that point to the jobsite.

There is no identifying mark or insignia at entrance 2 to identify it as an entrance to St. Luke's. The only identifying insignia at that location are the reserved gate signs described in paragraph 14 of the complaint and the headmaster's mailbox, a residential style mailbox, unmarked except for the notation "U.S. Mail" and the number "203."

Entrance 2, prior to being posted, was used for approximately the first 2 weeks of work on the job to get heavy excavating equipment in and out of the jobsite. Thereafter, until June 3, only entrance 1 was used for ingress and egress by those working at the site.

St. Luke's and both entrances are located in rural residential areas. The residences in the vicinity of each entrance are located on multiple acre lots.

The only residence on St. Luke's is that of the headmaster and his family. There is no residence for any other person including faculty and groundskeeper.

C.W. Pond's main offices are located within the city of Stamford, adjacent to the urban renewal area on a heavily traveled street.

D. Oral Testimony

Following the receipt of the various stipulations, the General Counsel presented one witness, John O'Keefe, a foreman of Pond. Through O'Keefe, the General Counsel introduced Exhibits 2 and 3, identified as two photographs taken at entrance 2, which show the existing St. Luke's school building. O'Keefe testified that the construction work had taken place directly behind the building, but the actual addition to the building could not be seen in the exhibits.

James Tomaselli, a member of the Respondent,⁴ testified that he had picketed at entrance 2 for approximately 1-1/2 days. During that time he did not see any construction work being performed at the jobsite. He asserted that whatever work that may have been performed beyond the trees could not be observed by anyone from entrance 2. Also, from entrance 1, he could not see any part of the St. Luke's building. He did not see any construction workers or equipment moving around the buildings.

E. Discussion and Analysis

The essential facts, as set forth above, including the oral testimony of O'Keefe and Tomaselli, are undisputed.

⁴ Tomaselli never worked for Pond, nor had he ever been on the actual construction site at St. Luke's.

The principal issue of this case is whether or not the Respondent, by picketing at entrance 1, violated Section 8(b)(4)(i) and (ii)(B) of the Act at a time that a reserve gate for the primary employer, Ponds, was established at entrance 2.

Both the General Counsel and Charging Party contend that the instant case clearly falls within the interpretation of the *Moore Dry Dock*⁵ standards as was decided by the Board and court in *Markwell & Hartz*.⁶

The Respondent contends that no violations occurred because:

1. The reserve gate was established at a cul-de-sac at the end of a street rarely traveled by the general public for whom the pickets desired to convey Respondent's message.

2. Picketing at the reserve gate, located on a road leading to a residence, would be violative of the criminal code of the State of Connecticut, and thus the Respondent was not obligated to accept the reserve gate.

As this case is concerned with the picketing of a designated neutral gate following the establishment of separate gates for neutral persons not involved in the instant dispute in the construction industry, special guidelines set up by the Supreme Court in *Electrical Workers IBEW Local 761 v. NLRB*, 366 U.S. 667 (1961), do not apply.

With respect to the Respondent's first contention, in *Moore Dry Dock*, the Board set out the following criteria to serve as a guide as to whether the picketing of a primary employer at a common situs violates Section 8(b)(4) of the Act.

1. At the time of the picketing the primary employer is engaged in its normal business at the situs.

2. The picketing discloses clearly that the dispute is with the primary employer.

3. The picketing is limited to places reasonably close to the location of the situs.

4. The picketing is strictly limited to times when the situs of dispute is located on the secondary employer's premises.

Although the criteria established by the Board in *Moore Dry Dock* appears to be clear, following its pronouncement, a myriad of cases have been presented to the Board and courts because of various interpretations of these standards. As the Board stated in *Electrical Workers IBEW Local 640*:⁷

The Board has long held that in applying the *Moore Dry Dock* standards they are not to be applied on an indiscriminate "per se" basis or with "mechanical precision" but are to be applied with "common sense." While the Board has held that picketing at locations other than at a properly marked gate may indicate noncompliance with *Moore Dry Dock* standards, the mere posting of signs does not limit the situs of the dispute The purpose of the separate gate is to permit lawful picketing that will be conducted so "as to minimize

its impact on neutral employees insofar as this can be done without substantial impairment of the effectiveness of the picketing in reaching the primary employees."

The General Counsel and Charging Party argue that had the Respondent sincerely desired that the public be made aware of its dispute with Pond, it could have picketed at Pond's business office located in downtown Stamford, in a densely populated area rather than picket at a jobsite located in a rural part of Fairfield County. Its decision to picket at St. Luke's clearly evinces a desire to enmesh neutral employees in its labor dispute.

The Respondent, relying on the Board's decisions in *Electrical Workers IBEW Local 640*, supra, and *Electrical Workers IBEW Local 453 (Southern Sun Electric Corp.)*, 237 NLRB 829 (1978), contends that entrance 2 was improperly established and it had a right to effectively picket at entrance 1.

I find no merit in the Respondent's position. The evidence established that there are only two entrances to St. Luke's, herein entrances 1 and 2. The general contractor had every right, under Board law, to establish reserve gates for the employees of Pond at one of the two entrances, and a reserve gate for all other employees of, and deliveries to, all other contractors and subcontractors at another gate. The fact that one gate happens to be located on a street where a reasonable amount of traffic goes by, while the other gate is located at a juncture where there is extremely light traffic, forms no basis for the conclusion that the reserve gate was improperly established.⁸

As for the Respondent's second contention, respecting the potential criminal liability under the Conn. G. Stat. Ann. Sec. 31-120, I find no merit to this contention.

Section 31-120 of the statute states:

No person shall engage in picketing before or about the home or residence of any individual unless such home or residence is adjacent to or in the same building or on the same premises in which such person was employed and which employment is involved in a labor dispute. Any person who violates the provisions of this section shall be fined not more than two hundred dollars or imprisoned not more than six months or both.

I find that the statute is inapplicable to the instant case for the following reasons:

1. The picket signs clearly state what is being picketed, and although the headmaster's house is on the St. Luke's property, it is not the subject of the picketing.

2. The headmaster's house is located in the same area as that of the area where the labor dispute is taking place.

3. The purpose of the statute is to protect employers whose business is involved in a labor dispute from being harassed at their residences by pickets. *State v. Anony-*

⁵ *Sailors Union (Moore Dry Dock Co.)*, 92 NLRB 547 (1950).

⁶ *New Orleans Building Trades Council*, 155 NLRB 319 (1965), enf. sub nom. *Markwell & Hartz v. NLRB*, 387 F.2d 79 (5th Cir. 1967).

⁷ *Electrical Workers IBEW Local 640 (Timber Buildings)*, 176 NLRB 150, 151 (1969).

⁸ Cf. *Electrical Workers IBEW Local 903 (Hinton Commercial Contractors)*, 230 NLRB 1017, 1019 (1977). I find that cases relied on by the Respondent are inapposite.

mous, 6 Conn. Cir. 372, 274 A2d 897, 901 fn.3. (Appellate Division, 1971).

4. No evidence was adduced that either the headmaster or any other official of St. Luke's protested the picketing of the Respondent at entrance 2.

5. No evidence was adduced that any official of the State, or any of its subdivisions, warned the Respondent of possible criminal prosecution should picketing at entrance 2 not cease. A fortiori, none of the pickets were arrested or convicted of any unlawful activity.

6. Despite the alleged fears of the Respondent of arrest and imprisonment of its members, the evidence establishes that the pickets continued to picket at entrance 2, as well as at entrance 1, subsequent to June 9.

7. It is well settled that neither States nor any of their subdivision can make or enforce laws, contrary to Federal laws, which abridge the right of a labor organization to picket lawfully.

Accordingly, having concluded that the evidence offered by the Respondent to justify its picketing at entrance 1, the gate reserved for neutrals, does not have sufficient probative value to convince me that its picketing was within the standards as established by *Moore Dry Dock* and *Markwell & Hartz*, I find that the Respondent has violated Section 8(b)(4)(i) and (ii)(B) of the Act.

CONCLUSIONS OF LAW

1. Pond, Mercedes, Berlin, and Routh are employers engaged in commerce within the meaning of Section 2(6) and (7) and Section 8(b)(4) of the Act.

2. The Respondent is a labor organization within the meaning of Section 2(5) of the Act.

3. The picketing by the Respondent at entrance 1, located at North Wilton Road, New Canaan, Connecticut, commencing on June 9, 1982, was performed for the purpose of inducing and encouraging individuals employed by Mercedes, Berlin, and Routh, and other persons engaged in commerce or in industries affecting commerce, to engage in strikes or refusals in the course of their employment to use, manufacture, process, transport, or otherwise handle or work on any goods, articles, materials, or commodities, or to perform any services; and has threatened, coerced, and restrained Mercedes, Berlin, Routh, and other persons engaged in commerce or in industry affecting commerce where an object in either case is to force or require the aforesaid employers to cease doing business with Pond; and to force or require Berlin, Routh, and other persons to cease doing business with Pond, and by each of said acts, Respondent has been engaging in unfair labor practices within the meaning of Section 8(b)(4)(i) and (ii)(B) of the Act.

4. The aforesaid unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

THE REMEDY

Having found that the Respondent, Local Union No. 501, International Brotherhood of Electrical Workers, AFL-CIO, has violated Section 8(b)(4)(i) and (ii)(B) of the Act, I shall recommend that an order be entered that

it cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

Accordingly, on the foregoing findings and conclusions and on the entire record, I recommend issuing of the following⁹

ORDER

The Respondent, Local Union No. 501, International Brotherhood of Electrical Workers, AFL-CIO, and its officers, agents, and representatives, shall

1. Cease and desist from engaging in, or inducing or encouraging individuals employed by Frank Mercedes & Sons, Inc., Berlin Steel Construction Co., Inc., Buckingham Routh Co., or any other employer engaged in commerce or in an industry affecting commerce other than C.W. Pond Electric Service, Inc., to engage in, a strike or refusal in the course of their employment to use, manufacture, process, transport, or otherwise handle or work on any goods, articles, materials, or commodities, or to perform any services; and, further, shall cease and desist from threatening, coercing, or restraining the aforesaid employers or persons other than Pond where an object in either case is to force or require Mercedes, Berlin, Routh, or any other employer or person to cease doing business with Pond.

2. Take the following affirmative action designed to effectuate the policies of the Act.

(a) Post at its office, meeting halls, and at all places where Respondent customarily posts notices to members, a copy of the attached notice marked "Appendix."¹⁰ Copies of said notice, on forms provided by the officer in charge for Subregion 39, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that said notices are not altered, defaced, or covered by any other material.

(b) Deliver to the officer in charge for Subregion 39 signed copies of said notice in sufficient number to be posted by Frank Mercedes & Sons, Inc., Berlin Steel Construction Co., Buckingham Routh Co., and C.W. Pond Electric Service, Inc., the employers willing, in all places where notices to employees are customarily posted.

(c) Notify the officer in charge in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

⁹ If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

¹⁰ If this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."